

EXHIBIT “E”



**Dormitory Authority
State of New York**

*Thomas J. Murphy, Chairman
John L. Buono, Executive Director*

February 6, 1998

Mr. Logan Hurst, Treasurer
TDX Construction Corp.
121 West 27th Street
New York, New York 10001

14,536,900
6391 535

20,928,435

Dear Mr. Hurst:

Enclosed is one executed copy of the following Agreement:

Institution:	CUNY
Facility:	Baruch College, Site "B"
Agreement:	\$14,536,900.00
Agreement No:	6500 1802 4173 ←
Explanation:	Construction Manager Services General Conditions Work Phase

Sincerely,

Brian Dollard
Contracts and Cost Control Unit

/bd
Enclosures

cc: L. Gartner, CUNY
N. D'Ambrosio, DASNY
NYCO
File

CORPORATE HEADQUARTERS
515 Broadway
Albany, New York 12207-2964
Tel: 518-257-3000
Fax: 518-257-3100

NEW YORK OFFICE
One Penn Plaza, 52nd Floor
New York, New York 10119-0098
Tel: 212-273-5000
Fax: 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, New York 14202-1109
Tel: 716-884-9780
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WEB
www.dasny.org

DASNY_TRAVELERS2 013401

12/01/97

GENERAL CONDITIONS WORK PHASE

CUNY BARUCH 'B'
DA# 6500 1802 4173

AGREEMENT

An Agreement is hereby made by and between the **DORMITORY AUTHORITY** - State of New York, having its principal office and place of business at 161 Delaware Avenue, Delmar, New York 12054-1398, hereinafter referred to as the **OWNER**, and **TDX CONSTRUCTION CORPORATION**, whose office is located at 121 West 27th Street, New York, New York 10001, hereinafter referred to as the **CONSTRUCTION MANAGER**; and

WHEREAS, the **OWNER** intends to construct a new Administrative and Academic building at Baruch College - Site "B", hereinafter referred to as the Project; and

WHEREAS, the **OWNER** has, under separate agreement, (#6500 1802 5156) retained the **CONSTRUCTION MANAGER** to provide Oversight and Administrative Services during the Construction Phase of the Project; and

WHEREAS, the **OWNER** requires the **CONSTRUCTION MANAGER** to provide certain General Conditions Work during the Construction Phase of the Project, said General Conditions Work as identified herein;

NOW, THEREFORE, the **OWNER** and the **CONSTRUCTION MANAGER** hereby mutually covenant and agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Construction Manager's obligations and duties under this Agreement shall include all of the Articles hereunder and the items enumerated in Appendix "A" entitled General Conditions Work Phase, and in Appendix "B", entitled General Conditions (the "General Conditions") which is attached hereto and made a part hereof; (such obligations and duties are collectively referred to as the Work).

ARTICLE II: ADDITIONAL SERVICES

The **OWNER** reserves the right to direct the **CONSTRUCTION MANAGER** to perform Additional General Conditions Work and the **CONSTRUCTION MANAGER** shall perform said Additional Work when so directed.

ARTICLE III: EXTRA WORK

If the **CONSTRUCTION MANAGER** believes that any General Conditions Work it has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, it shall promptly so notify the **OWNER** in writing. The **OWNER** shall determine whether or not the Work is in fact beyond the scope of this Agreement and is Extra Work. If the **OWNER** determines that the Work is Extra Work, this Agreement shall be modified to equitably reflect the cost of said Extra Work.

ARTICLE IV: CONSULTANTS

The **OWNER** may retain a Consultant or Consultants to furnish Services throughout the term of this Agreement, and the **CONSTRUCTION MANAGER** shall cooperate with said Consultant or Consultants.

ARTICLE V: PROVISION FOR PAYMENT

A. Maximum Amount Payable

The Maximum Amount Payable for all the Work pursuant to this Agreement shall be Fourteen Million Five Hundred Thirty-six thousand Nine Hundred and 00/100 Dollars (\$14,536,900.00).

1. For satisfactory performance of all the Work the OWNER shall reimburse the CONSTRUCTION MANAGER the actual cost of performing or providing the General Conditions Work in accordance with the following:

a. For performance of all the Work, the CONSTRUCTION MANAGER shall be paid the actual cost of all labor, materials, and supplies necessary, proper for, or incidental to the performance of said Work, the estimated total of which is Fourteen Million Five Hundred Thirty-six Thousand Nine Hundred and 00/100 Dollars (\$14,536,900.00). If the CONSTRUCTION MANAGER at any time estimates that the total cost of the Work may exceed this amount, it shall promptly notify the OWNER in writing giving full explanation for said increase. If the OWNER agrees that said increases are necessary and justified, this Agreement may be amended to increase said amount. No liability shall accrue to the OWNER until such time as written approval and authorization for said increases has been given by the OWNER to the CONSTRUCTION MANAGER. This sum shall be deemed to be full compensation for the performance by the CONSTRUCTION MANAGER of all duties and obligations of the CONSTRUCTION MANAGER for the Work of this Agreement.

b. The CONSTRUCTION MANAGER shall submit monthly payment requisitions in a form and content satisfactory to the OWNER. Said requisitions shall clearly describe the nature and extent of the CONSTRUCTION MANAGER's actual expenditures for labor, materials, and supplies during the period covered by the requisition. The requisition shall also include any bills received from Subcontractors, which shall be in the same form as those submitted by the CONSTRUCTION MANAGER to the OWNER.

B. Relationship to Construction Phase Services

It is further understood that the OWNER represents and warrants that the CONSTRUCTION MANAGER has been issued a separate agreement for the performance of Construction Management Services during the Construction Phase of the Project (the "Construction Phase Construction Manager's Agreement") which Agreement will include payment of fees and reimbursable expenses for the performance of said services including Administration of the Work of this Agreement. Accordingly, the obligations of the CONSTRUCTION MANAGER to perform hereunder are expressly conditioned upon the execution of a mutually agreeable Construction Phase Construction Manager's Agreement and the continued existence of a valid Construction Phase Construction Manager's Agreement.

ARTICLE VI: FINAL PAYMENT AND RELEASE

Upon satisfactory completion by the CONSTRUCTION MANAGER and acceptance by the OWNER of all Work required pursuant to this Agreement, or all Work performed prior to the termination of said Agreement if so terminated, final payment shall be made to the CONSTRUCTION MANAGER.

Acceptance by the CONSTRUCTION MANAGER of final payment hereunder shall operate as, and shall be, a release to the OWNER from all claims and liability to the CONSTRUCTION MANAGER and its successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Agreement. No payment, final or otherwise, shall release the CONSTRUCTION MANAGER from any obligations under this Agreement.

ARTICLE VII: OWNER'S PROCEDURE

The CONSTRUCTION MANAGER agrees to comply with all procedural requirements of the OWNER as they apply to reports or other aspects of the Project.

ARTICLE VIII: INSURANCE PROVIDED BY CONSTRUCTION MANAGER

The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article VIII of said Agreement entitled Insurance Provided by the Construction Manager is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

ARTICLE IX: INSURANCE PROVIDED BY THE OWNER

The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article IX of said Agreement entitled Insurance Provided By The Owner is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

ARTICLE X: PROTECTION OF RIGHTS, PERSONS AND PROPERTY

A. Accident Prevention

1. The CONSTRUCTION MANAGER shall, at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the site engaged in the performance of the Work. The CONSTRUCTION MANAGER shall establish and maintain, at all times, safety procedures in connection with the Work as required by the current New York Labor Law and regulations of the Occupational Safety and Health Act (OSHA).

2. Safety Programs - The CONSTRUCTION MANAGER and its Contractors and Subcontractors of every tier shall be responsible for the initiation, maintenance, and supervision of safety precautions and programs in connection with the Work, and shall report compliance at the weekly safety meeting.

B. Protection of Work and Property

1. The CONSTRUCTION MANAGER shall ensure that its Contractors and Subcontractors of every tier shall at all times guard the OWNER's property, the Construction Contractor's work and adjacent property, from injury or loss in connection with the Work, and, as directed by the OWNER, shall replace and make good any said loss or injury unless said loss or injury is caused directly by the OWNER.

2. The CONSTRUCTION MANAGER shall ensure that its Contractors and Subcontractors of every tier shall have responsibility to protect and maintain the materials and supplies stored by them both on and off site in proper condition and forthwith repair, and to replace and make good any damage thereto until completion of its Work. The CONSTRUCTION MANAGER shall maintain an inventory of all materials and supplies for the Work that are delivered to the site or approved for off-site storage.

3. The CONSTRUCTION MANAGER shall report any loss, theft, burglary, vandalism, or damage of materials or installed work to the OWNER by telephone and "FAX" as soon as it is discovered. If vandalism, theft, or burglary are suspected as the cause of the loss, the CONSTRUCTION MANAGER shall notify site security personnel and the municipal police. The CONSTRUCTION MANAGER shall also protect the place of the loss until released from protection by the OWNER or the OWNER's Representative. The CONSTRUCTION MANAGER shall insure that no potential evidence relating to the loss is removed from the place of the loss.

CONSTRUCTION MANAGER shall insure that no potential evidence relating to the loss is removed from the place of the loss.

4. Should the CONSTRUCTION MANAGER feel there is a claim for recovery under the OWNER's Builders' Risk Insurance, a fully documented claim must be submitted to the OWNER within thirty (30) days of discovery. The claim must at least include the following:

- a. a copy of the police report (if applicable);
- b. a complete inventory of damaged or lost items including:
 - * description of each item;
 - * purchase date and proof of delivery of each item;
 - * supplier from whom purchased;
 - * serial number (if applicable);
 - * price of each item; and
 - * total number of pieces and cost of all lost or damaged items;
- c. the name, address, and telephone number of the person who controlled the lost or damaged items immediately before the loss or damage;
- d. the name, address, and telephone number of the person who discovered the loss or damage; and
- e. a written description of how the loss or damage occurred.

5. The OWNER may refuse any claim from the CONSTRUCTION MANAGER for loss or damage unless all of the items required in this section are provided to the OWNER and are to the satisfaction of the OWNER. In such event, the CONSTRUCTION MANAGER shall be responsible for all such losses and damages.

C. Risks Assumed by the CONSTRUCTION MANAGER

1. The CONSTRUCTION MANAGER solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the Work, and whether said risks involve any legal duty, primary or otherwise, imposed upon the OWNER or the Client excepting only risks which arise from faulty designs as shown by the plans and specifications or from affirmative acts of the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, (hereinafter Protected Persons), committed with intent to cause the loss, damage, or injuries hereinafter set forth:

- a. the risk of loss or damage to the Work or to any plant, equipment, tools, materials, or property furnished, used, installed, or received by the Protected Persons. The CONSTRUCTION MANAGER shall bear said risk of loss or damage until the Work is completed or until completion or removal of said plant, equipment, tools, materials or property from the site and the vicinity thereof, whichever event occurs last, and in the event of said loss or damage, the CONSTRUCTION MANAGER shall timely repair, replace or make good any said loss or damage after notification to the OWNER's representative and Risk Management Unit, and;
- b. the risk of claims, just or unjust, by third persons against the Protected Persons on account of wrongful death, bodily injuries, and property damage, arising or alleged to arise out of, or as a result of, or in connection with the performance by the CONSTRUCTION MANAGER of the Work. The CONSTRUCTION MANAGER shall bear the risk for all

negligence or alleged negligence which is discovered, appears, or is manifested after acceptance by the OWNER, and;

c. the CONSTRUCTION MANAGER assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the CONSTRUCTION MANAGER or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the negligent or alleged negligent execution of the Work. The CONSTRUCTION MANAGER shall assume the defense and pay on behalf of the Protected Persons, any and all loss, expense, damage, or injury that the Protected Persons, may sustain as the result of any claim. The CONSTRUCTION MANAGER agrees to assume, and pay on behalf of the Protected Persons. The assumption of defense and liability by the CONSTRUCTION MANAGER includes, but is not limited to: the amount of any legal fees brought against the Protected Persons. The CONSTRUCTION MANAGER includes, but is not limited to: the amount of any legal fees associated with defending, all costs of investigation, expert evaluation, and any other costs including any judgement or interest or penalty that may be entered against the Protected Persons, in any said action.

2. The CONSTRUCTION MANAGER's obligations under this Article shall not be deemed waived, limited, or discharged by the enumeration of any insurance for liability for damages.

3. Neither Final Acceptance of the Work nor making any payment shall release the CONSTRUCTION MANAGER from the CONSTRUCTION MANAGER's obligations under this Article. The enumeration elsewhere in the Agreement of particular risks assumed by the CONSTRUCTION MANAGER or of particular claims for which the CONSTRUCTION MANAGER is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the CONSTRUCTION MANAGER assumes, or is responsible for, only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Agreement of particular risks assumed by the CONSTRUCTION MANAGER of particular claims for which the CONSTRUCTION MANAGER is responsible shall be deemed to limit the risks which the CONSTRUCTION MANAGER would assume or the claims for which the CONSTRUCTION MANAGER would be responsible in the absence of said enumerations.

D. Protection Of Lives And Health

1. The CONSTRUCTION MANAGER and each of its Contractors and Subcontractors of every tier shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The CONSTRUCTION MANAGERS attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The CONSTRUCTION MANAGER shall report on compliance at the weekly safety meetings.

2. The CONSTRUCTION MANAGER shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of its Work under the Agreement, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death. The CONSTRUCTION MANAGER shall provide to the Owner a copy of Form C-2, Employers Report of Injury/Illness within twenty-four (24) hours of any job related injury on the Owner's job site. Further, a copy of the OSHA Log of Injury and Illness shall also be provided to the Owner for any reporting period in which a job related injury or illness is recorded. The CONSTRUCTION MANAGER shall also provide a list of witnesses to the Owner. The list shall include

at least the full name, home address, occupation and telephone number of each person who saw or has knowledge of the incident which caused the injury or illness.

3. The CONSTRUCTION MANAGER alone shall be responsible for the safety, efficiency and adequacy of the CONSTRUCTION MANAGER's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of such Work, plant, appliances and methods.

4. If, in the performance of the Work, a harmful hazard is created for which appliances or methods of elimination have been approved by regulatory authorities, the CONSTRUCTION MANAGER shall install, maintain and operate said appliances or methods.

5. The Owner may impose a payment penalty on the CONSTRUCTION MANAGER for any act of non-compliance with this section. The payment penalty shall not exceed one twentieth (1/20) of the contract price or a maximum of One Thousand Dollars (\$1,000.00) for each time the CONSTRUCTION MANAGER fails to perform or to provide the information, reports, forms, etc. required in this section. This payment penalty is not exclusive, the Owner may avail itself of any other contractual remedy available.

6. The Owner or Owner's Representatives may inspect the job-site at any time without notice to the CONSTRUCTION MANAGER. If the Owner finds that the CONSTRUCTION MANAGER is not complying with the provisions of this Article, the Owner may send written notice to the CONSTRUCTION MANAGER to correct any deficiency. Upon reinspection, if the Owner finds the deficiencies have not been corrected, or in instances where a safety violation (s) must be corrected before work continues and the CONSTRUCTION MANAGER is given three (3) hours to make correction (s) and they are not made, the Owner may let a separate contract to correct any deficiencies and charge back the cost of the separate contract to the CONSTRUCTION MANAGER at a premium rate. The CONSTRUCTION MANAGER cannot pass these additional charges on to the Owner. No action taken under this section shall be deemed as a basis for any delay claim or any other claim against the Owner by the CONSTRUCTION MANAGER.

7. The CONSTRUCTION MANAGER shall preserve and safeguard the scene of an accident involving a ladder, scaffold, mobile machinery, equipment, safety railing or uncovered floor opening or any other incident where the injured person required emergency medical treatment. The CONSTRUCTION MANAGER shall "tape off" the area, and not allow any material object or property to be altered, changed, moved or removed from the accident site. In addition to "taping off" the accident site, the CONSTRUCTION MANAGER shall telephone and "fax" Owner immediately, and post a person at the accident site to protect it. Safeguarding and protecting the accident site shall only be abandoned by the CONSTRUCTION MANAGER upon release by the Owner or the Owner's Representative. Failure of the CONSTRUCTION MANAGER to comply with the provisions of this paragraph shall be deemed a breach of this Agreement. In addition to any other contractual remedies available, the Owner may satisfy the breach by imposing the penalties set out in paragraph D. 5 or void the entire Agreement and retain any or all amounts due the CONSTRUCTION MANAGER under this Agreement.

ARTICLE XI: HOLD HARMLESS

The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article XII of said Agreement entitled Hold Harmless is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

ARTICLE XII: OWNERS RIGHT TO AUDIT & INSPECT RECORDS

The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article XIII of said Agreement entitled Owners Right To Audit & Inspect Records is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

ARTICLE XIII: APPENDIX "C" ADDITIONAL ITEMS

The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article XIV of said Agreement entitled Appendix "D" Additional Items is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

ARTICLE XIV: ASSIGNMENT

The Construction Manager shall not assign the Agreement in whole or in part without prior written consent of the OWNER, however, the OWNER may assign the Agreement in whole or in part without prior written consent of the Construction Manager.

ARTICLE XV: TIME OF COMPLETION

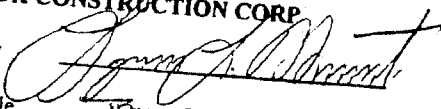
The Construction Phase Construction Manager Agreement has been entered into contemporaneously with this Agreement. Article XVI of said Agreement entitled Time of Completion is incorporated herein by reference and shall be a part of this Agreement as though set forth in full herein.

IN WITNESS WHEREOF, the OWNER and CONSTRUCTION MANAGER have executed this Agreement as of this 2nd day of Jan 19 98.

TDX CONSTRUCTION CORP

By

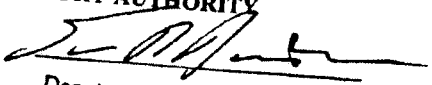
Title


MANAGER

DORMITORY AUTHORITY

By

Title


Deputy Executive Director, Construction

RFW/bjd

ACKNOWLEDGEMENT OF OFFICER OF OWNER EXECUTING CONTRACT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On this 22nd day of Jan. in the year 1998, before me personally came SAM R. DAVIDSON, who being by me known and duly sworn, did depose and say that he resides at 35 Kennedy Drive, Colonie, New York 12205; that he is the Deputy Executive Director of the Dormitory Authority, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Mary F. George
Notary Public
Qualified in the State of New York
No. 4921470
Commission Expires April 11, 1998

ACKNOWLEDGMENT OF INDIVIDUAL, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF NY) ss:

On the 2nd day of January in the year 1998, before me personally came Logan L. Hurst to me known, who, being by me duly sworn, did depose and say that (s)he resides at Breene, New York that (s)he is the Treasurer of TDK Construction Corporation, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

KATHERINE ROBINSON
Notary Public State of New York
No. 01A06045001
Qualified in Queens County
Commission Expires June 28, 1999

Katherine Robinson
Notary Public

ACKNOWLEDGEMENT, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____ in the year 19__, before me personally came _____, known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGEMENT, IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____ in the year 19__, before me personally came _____, known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged that he executed the same.

Notary Public

**CERTIFICATION OF NON-SEGREGATED FACILITIES;
NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
COMPLIANCE WITH FEDERAL EQUAL EMPLOYMENT OPPORTUNITY ACT;
COMMITMENT TO NEW YORK STATE BUSINESS ENTERPRISE;
AND NON-COLLUSIVE BIDDING REQUIREMENT**

1. The CONSTRUCTION MANAGER certifies that the CONSTRUCTION MANAGER or its Subconsultant does not, nor shall not, maintain or provide for the employees of such CONSTRUCTION MANAGER or Subconsultant any segregated facilities at any establishments, of such CONSTRUCTION MANAGER or Subconsultant, and that the CONSTRUCTION MANAGER or Subconsultant shall not permit any employees, of such CONSTRUCTION MANAGER or Subconsultant, to perform services at any location, under the control of such CONSTRUCTION MANAGER or Subconsultant, where segregated facilities are maintained. The CONSTRUCTION MANAGER or Subconsultant agrees that a breach of this certification is a violation of the equal opportunity clauses of the Agreement. The CONSTRUCTION MANAGER or Subconsultant further agrees that, except in any instance in which the CONSTRUCTION MANAGER or Subconsultant has obtained identical certifications from proposed Subconsultants for specific time periods, such Consultants or Subconsultant shall obtain identical certifications from proposed Subconsultants prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00); that such CONSTRUCTION MANAGER or Subconsultant shall retain such certifications in the files of such CONSTRUCTION MANAGER or Subconsultant.
2. The CONSTRUCTION MANAGER or Subconsultant further stipulates that it, and any individual or legal entity in which the CONSTRUCTION MANAGER or Subconsultant holds a ten percent (10%) or greater ownership interest and any such entity that holds such an interest in the CONSTRUCTION MANAGER or the Subconsultant, either:
 - (i) has no business operations in Northern Ireland; or
 - (ii) shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.
3. The CONSTRUCTION MANAGER attests to its compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.
4. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors, and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers, including the Directory of Certified Minority and Women-Owned Business Enterprises, is available from the New York State Department of Economic Development.
5. The Omnibus Procurement Act of 1992 (as amended) requires that by signing this bid/proposal, the CONSTRUCTION MANAGER certifies that whenever the total bid amount is greater than \$1million:

The CONSTRUCTION MANAGER has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the Owner.

The CONSTRUCTION MANAGER agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The CONSTRUCTION MANAGER agrees to document these efforts and to provide said documentation to the Owner upon request.

On contracts of One Million Dollars or more, the CONSTRUCTION MANAGER acknowledges notice of the requirement to cooperate with New York State in efforts to obtain offset credits from foreign countries as a condition of contract award.
6. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, the CONSTRUCTION MANAGER warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The CONSTRUCTION MANAGER further warrants that, at the time the CONSTRUCTION MANAGER submitted its bid, an authorized and responsible person executed and delivered to the Owner a non-collusive bidding certification on the CONSTRUCTION MANAGER behalf.

LOREN L. HURST, TREAS.
(Name and Title of Certifier-Please Type)

[Signature]
(Signature)

1/2/98
(Date)

Form **W-9**
(Rev. January 1993)Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give this form to
the requester. Do
NOT send to IRS**

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if you name has changed.)

Business name (Sole proprietors see instructions on page 2.) (If you are exempt from backup withholding, complete this form and enter "EXEMPT" in Part II below.)

TPX Construction Corporation

Address (number and street)

121 West 27th Street

City, state, and Zip code

New York, New York 10001

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)**Part II**

Enter your TIN in the appropriate box. For

individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN below.

1330392514

SOCIAL SECURITY NUMBER

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Requester's name and address (optional)

Certification - Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2.)

Sign**Here**

Signature

Date

1/2/98

Section references are to the Internal Revenue Code

Purpose of Form.—A person who is required to file an information return with the IRS must obtain your current TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

How to Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note: Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, sign and date the form, and give it to the requester.

What is Backup Withholding?—Persons making certain payments to you after 1992 are required to withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding". Payments that could be subject to backup withholding include interest,

dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS notifies the requester that you furnished an incorrect TIN, or
3. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in 5 above, other reportable payments are subject to backup withholding only if 1 or 2 above applies. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From

Form W-9 (Rev. 1-83)

F-420

Backup Withholding below, and Exempt Payees and Payments under Specific Instructions, below, if you are an exempt payee. Payees and Payments Exempt From Backup Withholding.—The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (8) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation. (2) An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7). (3) The United States or any of its agencies or instrumentalities. (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, agencies, or instrumentalities. (5) A foreign government or any of its political subdivisions, agencies, or instrumentalities. (6) An international organization or any of its agencies or instrumentalities. (7) A foreign central bank of issue. (8) A dealer in securities or commodities required to register in the United States or a possession of the United States. (9) A futures commission merchant registered with the Commodity Futures Trading Commission. (10) A real estate investment trust. (11) An entity registered at all times during the tax year under the Investment Company Act of 1940. (12) A common trust fund operated by a bank under section 584(a). (13) A financial institution. (14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List. (15) A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441
 - Payments to partnerships non engaged in a trade or business in the United States and that have at least one nonresident partner.
 - Payments of patronage dividends not paid in money.
 - Payments made by certain foreign organizations.
 - Payments of interest generally not subject to backup withholding include the following:
 - Payments of interest on obligations issued by individuals
- Note: You may be subject to backup withholding if this interest is \$800 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.
- Payments of tax-exempt interest (including exempt interest dividends under section 852)
 - Payments described in section 6049(b)(5) to nonresident aliens.
 - Payments on tax-free covenant bonds under section 1451.
 - Payments made by certain foreign organizations.
 - Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations.

Penalties

Failure to Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

If you are a sole proprietor, you must furnish your individual name and either your SSN or EIN. You may also enter your business name or "doing business as" name on the business name line. Enter your name(s) as shown on your social security card and/or as it was used to apply for your EIN on Form SS-4.

Signing the Certification.

1. Interest, Dividend, Broker, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You are required to furnish your correct TIN, but you are not required to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions. You are required to furnish your correct TIN, but you are not required to sign the certification.

6. Exempt Payees and Payments. If you are exempt from backup withholding, you should complete this form to avoid possible erroneous

Backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, and sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give requester a completed Form W-8, Certificate of Foreign Status.

7. TIN "Applied for." Follow the instructions under How to Obtain a TIN, on page 1, and sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign.

Privacy Act Notice.—Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give

the Requester	
For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account.
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law.	The actual owner ¹
5. Sole proprietorship	The owner ²
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ²
7. A valid trust, estate, or pension trust.	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish

² Circle the minor's name and furnish the minor's SSN.

³ Show you individual name. You may also enter your business name. You may use your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when there is more

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 52nd Floor
 New York, New York 10119-0118

Page 1 of ____
 Year ____

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____
 Contact Person _____ State Zip _____
 Telephone _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
 Work Description _____ Contract Number _____
 Completion Percent: ☐ 25% ☐ 50% ☐ 75% ☒ 100% Estimated _____
 Completion Date _____

MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Firm Name _____ ☐ MBE ☐ WBE Contract Value \$ _____
 Addr _____ Fed ID No: _____ Payments To Date \$ _____
 Addr _____ Telephone: _____ Start Date (Est) _____
 Work Description: _____ End Date (Est) _____

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

CONSULTANT'S COMPLIANCE REPORT CONTINUATION SHEET

CONSULTANT _____ **Page No.** _____ **of** _____
PROJECT NUMBER _____ **Quarter Number** _____
 _____ **Year** _____

MBE - WBE - OWNED-BUSINESS QUARTERLY CONTRACT STATUS SUMMARY - CONTINUED

Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____

Form: AE-AAP 4.0, 04/01/94

4.2

CONSULTANT'S REQUEST FOR WAIVER**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action
One Penn Plaza, 52nd Floor
New York, New York 10119-0118

- A. TYPE OF WAIVER REQUEST:** ☐ Total ☐ Partial. If Partial, complete blanks below:
 MBE Waiver (%) Requested _____
 WBE Waiver (%) Requested _____

B. CONSULTANT

Firm _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

C. PROJECT

Project _____ Contract Amount \$ _____
 Address _____ Contract Number _____
 Address _____ Project Term _____ Mo.
 Address _____ Authority Goal: MBE _____ (%)
 Authority Goal: WBE _____ (%)

Work Description _____

D. REQUIRED WAIVER INFORMATION DOCUMENTATION

If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first information request line. Whenever a request is made for a particular document in an applicable information request and the document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.

1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.

Firm Name _____ Date _____
 Address _____ Trade _____
 City, State _____ Check certified firm type:
 Contact _____ ☐ MBE ☐ WBE

Firm Name _____ Date _____
 Address _____ Trade _____
 City, State _____ Check certified firm type:
 Contact _____ ☐ MBE ☐ WBE

Firm Name _____ Date _____
 Address _____ Trade _____
 City, State _____ Check certified firm type:
 Contact _____ ☐ MBE ☐ WBE

Firm Name _____	Date _____
Address _____	Trade _____
City, State _____	Check certified firm type:
Contact _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Firm Name _____	Date _____
Address _____	Trade _____
City, State _____	Check certified firm type:
Contact _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

2. Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the manner in which these documents were made available.

3. Attach documentation of any negotiations with any minority- and women-owned business enterprises undertaken for purp complying with the Authority's goal requirements.

☐ Attachment(s) provided ☐ Not Applicable

4. Provide a statement of justification to support the request for a waiver of the goal requirements established by the Authority.
